

**CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
HUMILITY OF MARY HEALTH PARTNERS**

I. PREAMBLE

Humility of Mary Health Partners ("HMHP"), as the owner and operator of St. Elizabeth Health Center ("St. Elizabeth"), hereby enters into this Corporate Integrity Agreement ("CIA") with the Office of Inspector General ("OIG") of the United States Department of Health and Human Services ("HHS") to promote compliance among its staff physicians and ensure compliance by HMHP and St. Elizabeth, its contract physicians, employees, and other contract health care professionals, as well as all third parties with whom HMHP may choose to engage to act as billing or coding agents, with the requirements of Medicare, Medicaid and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f))(hereinafter collectively referred to as the "Federal health care programs."). Through its own compliance efforts, HMHP voluntarily self-disclosed to the Medicare program the billing issues giving rise to this CIA. HMHP's compliance with the terms and conditions in this CIA shall constitute an element of its present responsibility with regard to participation in the Federal health care programs. Contemporaneously with this CIA, HMHP is entering into a Settlement Agreement with the United States, and this CIA is incorporated by reference into the Settlement Agreement.

II. TERM OF THE CIA

The period of the compliance obligations assumed by HMHP under this CIA shall be three (3) years from the effective date of this CIA (unless otherwise specified). The effective date of this CIA will be the date on which the final signatory of this CIA executes this CIA.

III. CORPORATE INTEGRITY OBLIGATIONS

HMHP has entered into a previous settlement agreement with the United States dated June 1, 1998, pursuant to which HMHP on behalf of and for St. Elizabeth has adopted certain compliance measures required by that agreement. The provisions of this agreement shall be in addition to and not in derogation of HMHP's obligations under the terms of such June 1, 1998 settlement agreement. HMHP represents that prior to the execution of the June 1, 1998 agreement, HMHP formally commenced a compliance program known as the Corporate Responsibility Program (CRP), which is aimed at ensuring that its participation in the Federal health care programs is in conformity with the statutes, regulations and other directives applicable to the programs. Therefore, pursuant to and for the duration of this CIA, HMHP hereby agrees to maintain in full operation and applicable to St. Elizabeth its current CRP, which as further represented by HMHP, currently includes the following elements:

1. a Corporate Responsibility Officer (hereinafter referred to as the "Compliance Officer");
2. a Corporate Responsibility Steering Committee (hereinafter referred to as the "Compliance Committee") and compliance subcommittees;
3. written Policies and Procedures including the following titled documents covering the indicated issues:
 - a. "Charging Standards for Services and Procedures Provided:" establishing policy covering HMHP's legal obligation as a Federal health care program participant to submit accurate claims;
 - b. "Employee Discipline for Corporate Responsibility Program Related Infractions:" establishing disciplinary policy for employees who violate compliance or legal standards;
 - c. "Employee Background Checks:" establishing policy for avoiding the hiring of individuals excluded from Federal Government programs;
 - d. "Employee Reporting Obligations:" establishing policy for reporting of violation or suspected violation of false claims or fraud and abuse laws or regulations;

- e. "General Employee Obligations:" establishing policy covering employee training and education requirements, adherence to the CRP and reporting actual or possible violations of false claims or fraud and abuse laws and regulations;
 - f. "Hotline Operations and Management:" establishing Hotline for reporting of actual or potential violations of CRP;
 - g. "Notice to Agents:" notifying contractors of HMHP's CRP and commitment to compliance with Federal health care program requirements; and
 - h. "Employee Exit Interviews:" establishing policy through which HMHP engages in monitoring and self-assessment of its CRP;
- 4. a Training and Education program;
 - 5. a Hotline;
 - 6. a Monitoring and Auditing Plan; and
 - 7. a Standard of Conduct, known as the "Ten Employee Responsibilities."

HMHP hereby agrees to include within its current CRP the following additional elements:

A. Policies and Procedures.

1. *Written Standards.* HMHP shall incorporate into its existing CRP written Policies and Procedures specifically demonstrating its commitment to the preparation and submission of accurate billings for self-administered drugs provided in an outpatient setting (hereinafter referred to as "self-administered drugs") consistent with the standards in all federal and state health care statutes, regulations, and guidelines, including the requirements of the Federal health care programs. HMHP shall assess and update as necessary these Policies and Procedures regarding self-administered drugs as appropriate, but in any event at least annually. These new written Policies and Procedures will be available to OIG upon request.

Within ninety (90) days of the effective date of the CIA, these new written Policies and Procedures shall be distributed to all employees with responsibility for provision,

documentation, or billing for self-administered drugs and third parties with whom HMHP may choose to engage to act as billing or coding agents. Compliance staff or supervisors should be available to explain these new Policies and Procedures.

2. *Operational Requirements.* HMHP shall review its current Pharmacy billing system and where appropriate revise or create an adequate billing system that, to the fullest extent possible, properly and accurately bills for self-administered drugs and ensures that non-covered drugs are not billed to Federal health care programs in any manner, contrary to statute and regulations.

Prior to making any systematic changes to the process in which self-administered drugs are coded for billing to Medicare or any other Federal health care program (whether based on recommendations of third party contractors or employees), HMHP shall review and adequately analyze the propriety of such changes. The review and analysis shall be conducted by a committee comprised of, at a minimum, the following individuals: the Compliance Officer or his or her designee, an HMHP reimbursement representative, and a senior administrative officer or medical director from department(s) affected by the coding or billing change. In evaluating the proposed change, the aforementioned committee shall consider all applicable statutes, regulations, policies, procedures, program requirements and guidance from Medicare, Medicaid and all other Federal health care programs and their contractors.

B. Training and Education.

1. *Specific Training.* Within ninety (90) days of the effective date of this CIA, each employee who is involved directly or indirectly in the preparation or submission of claims for reimbursement for self-administered drugs (including, but not limited to, coding and billing) for any Federal health care programs shall receive at least one (1) hour of training regarding the proper billing of self-administered drugs. These training materials shall be made available to OIG, upon request. Persons providing the training must be knowledgeable about the subject area. Affected new employees shall receive this training within thirty (30) days of the beginning of their employment or within ninety (90) days of the effective date of this CIA, whichever is later. Each year, every affected employee shall receive such specific training.

2. *Certification.* Each affected employee shall certify, in writing, that he or she has attended the required training. The certification shall specify the type of training received and the date received. The Compliance Officer shall retain the certifications, along with specific course materials. These shall be made available to OIG upon request.

C. Confidential Disclosure Program.

Within ninety (90) days of the effective date of the CIA, HMHP shall amend its current "Hotline Operations and Management" policy and procedure to require that the Compliance Officer (or designee) shall make a preliminary good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether further review should be conducted. For any disclosure that is sufficiently specific so that it reasonably: (1) permits a determination of the appropriateness of the alleged improper practice, and (2) provides an opportunity for taking corrective action, HMHP shall conduct an internal review of the allegations set forth in such a disclosure and ensure that proper follow-up is conducted.

The Compliance Officer shall maintain a confidential disclosure log, which shall include a record and summary of each allegation received, the status of the respective investigations, and any corrective action taken in response to the investigation.

D. Review Procedures.

HMHP shall perform an internal audit to assess the adequacy of St. Elizabeth's billing system regarding self-administered drugs. This shall be an annual requirement and shall cover a twelve (12) month period. The internal audit shall be performed in accordance with the procedures described in Exhibit A (hereinafter referred to as "agreed-upon procedures"). HMHP shall retain an entity, such as an accounting, auditing or consulting firm (hereinafter "Independent Review Organization"), to review whether HMHP has performed the internal audit in conformance with the agreed-upon procedures as described in Exhibit A. The Independent Review Organization must have expertise in the billing, coding, reporting and other requirements of the Federal health care programs from which HMHP seeks reimbursement. HMHP shall require the Independent Review Organization to produce a report on its findings, which report shall be included in HMHP's Annual Report to the OIG.

E. Notification of Proceedings.

Within thirty (30) days of discovery, HMHP shall notify OIG, in writing, of any ongoing investigation or legal proceeding conducted or brought by a governmental entity or its agents involving an allegation that HMHP has committed a crime or has engaged in fraudulent activities or any other knowing misconduct. This notification shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding. HMHP shall also provide written notice to OIG within thirty (30) days of the resolution of the matter, and shall provide OIG with a description of the findings and/or results of the proceedings, if any.

F. Reporting.

1. *Credible evidence of misconduct.* If HMHP discovers credible evidence of misconduct from any source and, after reasonable inquiry, has reason to believe that the misconduct may violate criminal, civil, or administrative law concerning HMHP's practices relating to the Federal health care programs, then HMHP shall promptly report the probable violation of law to OIG. HMHP shall make this disclosure as soon as practicable, but not later than thirty (30) days after becoming aware of the existence of the probable violation. HMHP's report to OIG shall include:

- a. the findings concerning the probable violation, including the nature and extent of the probable violation;
- b. HMHP's actions to correct such probable violation; and
- c. any further steps it plans to take to address such probable violation and prevent it from recurring.

To the extent the misconduct involves an overpayment, the report shall include the information listed in Exhibit A regarding material deficiencies.

2. *Inappropriate Billing.* If, during the term of this CIA, HMHP discovers inappropriate or incorrect Federal health care program overpayments for self-administered drugs to St. Elizabeth through means other than its annual audit of the adequacy of St. Elizabeth's billing system regarding self-administered drugs, then HMHP shall follow procedures in Exhibit A regarding overpayments and material deficiencies.

IV. ANNUAL REPORTS

A. Annual Report. HMHP shall submit to OIG Annual Reports with respect to the status and findings of HMHP's compliance activities. The Annual Reports shall include:

1. any change in the identity or position description of the Compliance Officer and/or members of the Compliance Committee, which as represented by HMHP, currently exist as part of the CRP;
2. a copy of the new Policies and Procedures required by section III.A. and notification of any changes or amendments to these Policies and Procedures

since the most recent prior report as well as those that currently exist as part of the CRP and the reasons for such changes;

3. a certification by the Compliance Officer that all affected employees have completed the specific training and executed the certification required by section III.B;
4. a complete copy of the internal audit report and the report of findings by the Independent Review Organization as required by section III.D;
5. HMHP's response/corrective action plan to any issues raised as part of its internal audit of the adequacy of St. Elizabeth's billing system regarding self-administered drugs;
6. a summary of material deficiencies reported throughout the course of the previous twelve (12) months pursuant to Exhibit A;
7. a report of the aggregate overpayments relating to self-administered drugs that have been returned to the Federal health care programs that were discovered as a direct or indirect result of implementing this CIA;
8. a description of the confidential disclosure program as required to be amended by section III.C. and a copy of the entries in the confidential disclosure log pertaining to billing for self-administered drugs as required by section III.C;
9. a summary describing any ongoing investigation or legal proceeding conducted or brought by a governmental entity involving an allegation that HMHP has committed a crime or has engaged in fraudulent activities, which have been reported pursuant to section III.E. The statement shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation, legal proceeding or requests for information;
10. a corrective action plan to address the probable violations of law identified in section III.F; and

11. a description of any personnel action (other than hiring) taken by HMHP during the preceding year as a result of its current CRP "Employee Background Checks" policy and procedure.

The first Annual Report shall be received by the OIG no later than one year and sixty (60) days after the effective date of this CIA. Subsequent Annual Reports shall be submitted no later than the anniversary date of the due date of the first Annual Report.

B. Certifications. The Annual Reports shall include a certification by the Compliance Officer under penalty of perjury, that: (1) HMHP is in compliance with all of the requirements of this CIA, to the best of his or her knowledge; and (2) the Compliance Officer has reviewed the Report and has made reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

V. NOTIFICATIONS AND SUBMISSION OF REPORTS

Unless otherwise stated in writing subsequent to the effective date of this CIA, all notifications and reports required under this CIA shall be submitted to the entities listed below:

OIG:

Civil Recoveries Branch - Compliance Unit
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, SW
Washington, DC 20201
Phone 202.619.2078
Fax 202.205.0604

HMHP:

Shelley C. Vazmina
Corporate Responsibility Officer
Humility of Mary Health Partners
4964 Belmont Avenue
Youngstown, OH 44505-1046
Phone 330.759.7885
Fax 330.759.7893

VI. OIG INSPECTION, AUDIT AND REVIEW RIGHTS

In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s), may examine HMHP's books, records, and other documents and supporting materials for the purpose of verifying and evaluating: (a) HMHP's compliance with the terms of this CIA; and (b) HMHP's compliance with the requirements of the Federal health care programs in which it participates. The documentation described above shall be made available by HMHP to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of HMHP's employees who consent to be interviewed at the employee's place of business during normal business hours or at such other place and

time as may be mutually agreed upon between the employee and OIG. For purposes of monitoring compliance with this CIA, OIG will contact the HMHP Compliance Officer in advance for any requests to examine books, records, and other documents and supporting materials or interview witnesses under this section. HMHP agrees to assist OIG in contacting and arranging interviews with such employees upon OIG's request. HMHP's employees may elect to be interviewed with or without a representative of HMHP present.

VII. DOCUMENT AND RECORD RETENTION

HMHP shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs or to compliance with this CIA, one year longer than the term of this CIA (or longer if otherwise required by law).

VIII. DISCLOSURES

Subject to HHS's Freedom of Information Act ("FOIA") procedures, set forth in 45 C.F.R. Part 5, the OIG shall make a reasonable effort to notify HMHP prior to any release by OIG of information submitted by HMHP pursuant to its obligations under this CIA and identified upon submission by HMHP as trade secrets, commercial or financial information and privileged and confidential under the FOIA rules. HMHP shall refrain from identifying any information as trade secrets, commercial or financial information and privileged and confidential that does not meet the criteria for exemption from disclosure under FOIA.

IX. BREACH AND DEFAULT PROVISIONS

HMHP is expected to fully and timely comply with all of the obligations herein throughout the term of this CIA or other time frames herein agreed to.

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, HMHP and OIG hereby agree that failure to comply with certain obligations set forth in this CIA may lead to the imposition of the following monetary penalties (hereinafter referred to as "Stipulated Penalties") in accordance with the following provisions.

1. A Stipulated Penalty of \$1,500 (which shall begin to accrue on the day after the date the obligation became due) for each day, beginning on the ninety-first day

following the effective date of this CIA and concluding at the end of the term of this CIA, HMHP fails to have in place any of the following elements of its Compliance Program:

- a. a Compliance Officer;
- b. a Compliance Committee;
- c. written Policies and Procedures;
- d. a Training and Education program; and
- e. a Confidential Disclosure Program.

2. A Stipulated Penalty of \$1,000 (which shall begin to accrue on the day after the date the obligation became due) for each day HMHP fails to meet any of the deadlines to submit the Annual Reports to the OIG.

3. A Stipulated Penalty of \$1,000 (which shall begin to accrue on the date HMHP fails to grant access) for each day HMHP fails to grant access to the information or documentation as required in section VI of this CIA.

4. A Stipulated Penalty of \$1,000 (which shall begin to accrue ten (10) days after the date that OIG provides written notice to HMHP of the failure to comply) for each day HMHP fails to comply fully and adequately with any obligation of this CIA, except that such penalty shall not apply in combination with any of the Stipulated Penalties described above. In its written notice to HMHP, the OIG shall state the specific grounds for its determination that the HMHP has failed to comply fully and adequately with the CIA obligation(s) at issue.

B. Payment of Stipulated Penalties.

1. *Demand Letter.* Upon a finding that HMHP has failed to comply with any of the obligations described in section IX.A and determining that Stipulated Penalties are appropriate, OIG shall notify HMHP by personal service or certified mail of (a) HMHP's failure to comply; and (b) the OIG's exercise of its contractual right to demand payment of the Stipulated Penalties (this notification is hereinafter referred to as the "Demand Letter").

Within fifteen (15) days of the date of the Demand Letter, HMHP shall either (a) cure the breach to the OIG's satisfaction and pay the applicable stipulated

penalties; or (b) request a hearing before an HHS administrative law judge ("ALJ") to dispute the OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in section IX.D. In the event HMHP elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until HMHP cures, to the OIG's satisfaction, the alleged breach in dispute. Failure to respond to the Demand Letter in one of these two manners within the allowed time period shall be considered a material breach of this CIA and shall be grounds for a Material Breach Penalty under section IX.C.

2. *Timely Written Requests for Extensions.* HMHP may submit a timely written request for an extension of time to perform any act or file any notification or report required by this CIA. Notwithstanding any other provision in this section, if OIG grants the timely written request with respect to an act, notification, or report, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until one day after HMHP fails to meet the revised deadline as agreed to by the OIG. Notwithstanding any other provision in this section, if OIG denies such a timely written request, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until two (2) business days after HMHP receives OIG's written denial of such request. A "timely written request" is defined as a request in writing received by OIG at least five (5) business days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

3. *Form of Payment.* Payment of the Stipulated Penalties shall be made by certified or cashier's check, payable to "Secretary of the Department of Health and Human Services," and submitted to OIG at the address set forth in section V.

4. *Independence from Material Breach Determination.* Except as otherwise noted, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for the OIG's determination that HMHP has materially breached this CIA, which decision shall be made at the OIG's discretion and governed by the provisions in section IX.C, below.

C. Monetary Penalty for Material Breach of this CIA.

1. *Material Breach Defined.* A material breach of this CIA means:

- (i) a failure by HMHP to report a known material deficiency, take corrective action and pay the appropriate refunds, as provided in Exhibit A;
- (ii) repeated or flagrant violations of the obligations under this CIA, including, but not limited to, the obligations addressed in section IX.A; or
- (iii) a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with section IX.B above.

2. *Notice of Material Breach and Intent to Collect Material Breach Penalty.*

The parties agree that a material breach of this CIA by HMHP constitutes grounds for the OIG to impose an enhanced stipulated penalty that is separate and apart from the Stipulated Penalties described in section IX.A-B. This monetary penalty (hereinafter referred to as the "Material Breach Penalty") shall be \$15,000 per day. Upon a determination by the OIG that HMHP has materially breached this CIA and that a Material Breach Penalty should be imposed, the OIG shall notify HMHP by certified mail of: (i) HMHP's material breach; and (ii) the OIG's intent to exercise its contractual right to impose the Material Breach Penalty (this notification is hereinafter referred to as the "Notice of Material Breach Letter"). In its Notice of Material Breach Letter, the OIG shall state the specific grounds for its determination that HMHP has materially breached this CIA.

3. *Opportunity to Cure.* HMHP shall have thirty-five (35) days from the date of receipt of the Notice of Material Breach Letter to demonstrate to the OIG's reasonable satisfaction that:

- (a) HMHP is in full compliance with this CIA;
- (b) the alleged material breach has been cured; or
- (c) the alleged material breach cannot be cured within the thirty-five (35) day period, but that (i) HMHP has begun to take action to cure the material breach; (ii) HMHP is pursuing such

action with due diligence; and (iii) HMHP has provided to the
OIG a reasonable timetable for curing the material breach.

4. *Penalty Letter.* If, at the conclusion of the thirty-five (35) day period, HMHP fails to satisfy the requirements of section IX.C.3, the OIG may impose the Material Breach Penalty on HMHP and the penalty will begin to accrue on that day. The OIG will notify HMHP in writing of its determination to impose the Material Breach Penalty (this letter shall be referred to hereinafter as the "Material Breach Penalty Letter"). Within fifteen (15) days of receipt of the Material Breach Penalty Letter, HMHP shall either: (i) cure the material breach to the OIG's satisfaction and pay the applicable Material Breach Penalty; or (ii) request a hearing before an HHS administrative law judge (ALJ) to dispute the OIG's determination of material breach, pursuant to the agreed upon provisions set forth below in section IX.D. In the event HMHP elects to request an ALJ hearing, the Material Breach Penalties shall continue to accrue until HMHP cures, to the OIG's satisfaction, the alleged material breach in dispute.

D. Dispute Resolution.

1. *Review Rights.* Upon the OIG's delivery to HMHP of its Demand Letter or of its Material Breach Penalty Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under the obligation of this CIA, HMHP shall be afforded certain review rights comparable to the ones that are provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. § 1005 as if they applied to the Stipulated Penalties or Material Breach Penalties sought pursuant to this CIA. Specifically, the OIG's determination to demand payment of Stipulated Penalties or Material Breach Penalties shall be subject to review by an ALJ and/or the Departmental Appeals Board (DAB) in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties or Material Breach Penalties shall be made within fifteen (15) days of the date of receipt of the Demand Letter or the Penalty Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding for Stipulated Penalties under this CIA shall be: (i) whether HMHP was in full and timely compliance with the obligations of this CIA for which the OIG demands payment; and, (ii) the period of noncompliance. HMHP shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. If the ALJ finds for the OIG with regard to whether there was a

breach of this CIA and orders HMHP to pay Stipulated Penalties, such Stipulated Penalties shall be due and payable twenty (20) days after the ALJ issues such a decision notwithstanding that HMHP may request review of the ALJ decision by the DAB.

3. *Material Breach Review.* Notwithstanding any provision of Title 42 of the United States Code or Chapter 42 of the Code of Federal Regulations, the only issues in a proceeding regarding imposition of the Material Breach Penalty shall be: (a) whether HMHP was in material breach of this CIA; (b) whether HMHP had cured the Material Breach by the date of the Material Breach Penalty Letter; or (c) whether the alleged material breach could not be cured within the thirty-five (35) day period, but that (i) HMHP began to take action to cure the material breach; (ii) HMHP pursued such action with due diligence; and (iii) HMHP provided to the OIG a reasonable timetable for curing the material breach.

If HMHP invokes the Dispute Resolution Procedures in this section, the Material Breach Penalty shall be imposed only after an ALJ decision which is favorable to the OIG. The applicable Material Breach Penalty will be based on the number of days between the date of the Material Breach Penalty Letter and the date of the ALB decision favorable to the OIG. HMHP's election of its contractual right to appeal to the DAB shall not abrogate the OIG's authority to impose the Material Breach Penalty upon HMHP upon the issuance of the ALJ's decision. If the ALJ sustains the OIG's decision and determines that the imposition of such penalty is authorized, payment of the Material Breach Penalty will be required twenty (20) days after the ALJ issues such a decision notwithstanding that HMHP may request review of the ALJ decision by the DAB.

4. *Finality of Decision.* The review by an ALJ or DAB provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CIA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this CIA and HMHP agrees to waive any right it may have to appeal the decision administratively, judicially or otherwise seek review by any court or other adjudicative forum.

X. EFFECTIVE AND BINDING AGREEMENT

Consistent with the provisions in the Settlement Agreement pursuant to which this CIA is entered, and into which this CIA is incorporated, HMHP and OIG agree as follows:

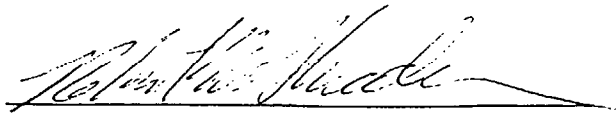
A. This CIA shall be binding on the successors, assigns and transferees of HMHP;

B. This CIA shall become final and binding on the date the final signature is obtained on the CIA;

C. Any modifications to this CIA shall be made with the prior written consent of the parties to this CIA; and

D. The undersigned HMHP signatory represents and warrants that he/she is authorized to execute this CIA. The undersigned OIG signatory represents that he is signing this CIA in his official capacity and that he is authorized to execute this CIA.

ON BEHALF OF HUMILITY OF MARY HEALTH PARTNERS



ROBERT SHRODER
President and Chief Executive Officer
Humility of Mary Health Partners

4/30/99
DATE

**ON BEHALF OF THE OFFICE OF INSPECTOR GENERAL
OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**



LEWIS MORRIS
Assistant Inspector General for Legal Affairs
Office of Inspector General
U. S. Department of Health and Human Services

5/4/99
DATE